

# Inaura Affiliate Agreement for XYZ Event

(% may change on case by case basis)

## INAURA AFFILIATE TERMS AND CONDITIONS

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth Inaura's Affiliate Terms and Conditions.

### **Terms and Conditions**

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate in the Affiliate Program of Inaura (Company), and the establishment of links from your affiliate web site to our web site [www.inaura.com](http://www.inaura.com). As used in this Agreement, "we," "us," "our," or "Company" means Inaura and "you" or "your" means the Affiliate, and "Product" means any and all items offered for sale by us on the Inaura website.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INAURA. BY CLICKING THE "I AGREE" BUTTON ON THE AFFILIATE APPLICATION, YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ THE AFFILIATE AGREEMENT AND UNDERSTAND THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.

### **1. Enrollment in the Affiliate Program.**

To begin the enrollment process, you will submit a completed Affiliate Application via our affiliate web page.

### **2. Approval or Rejection of Affiliate Program Application**

Once your application has been approved, you will receive a follow up email with all details. Afterwards, you will receive your affiliate code and password to allow you to start marketing the Company event and products. Without limiting the right to reject any application for any reason whatsoever in the Company's absolute discretion, the Affiliate application will be rejected if it is not complete and/or we determine (in our sole discretion) that your site is unsuitable as an Affiliate for any reason, including, but not limited to, if your site incorporates images or content that is in any way unlawful, harmful, threatening, defamatory, obscene; harassing or racially, ethnically, or otherwise objectionable; such as sites that facilitate illegal activity; depict sexually explicit images; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities or incorporate any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights (collectively "Content Restrictions").

### **3. Termination After Acceptance**

Even after the owner has accepted you as an Affiliate Program Member, the Company reserves the right to rescind or terminate your affiliate status for any reason in its sole and absolute discretion, including but not limited to the reason set forth above.

#### **4. Financial Responsibilities**

The Affiliate will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the creations, hosting, modification, and improvements to the Affiliate's website, costs of search engine placement and other internet marketing, costs of inserting the Company links into its website, offline marketing costs, postage costs, and all other costs and expenses, the the Affiliate hereby holds the Company harmless from or against the same.

#### **5. No Representations Regarding Income Potential**

The Affiliate makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Affiliate.

#### **6. Responsibility to Using Our Links on Your Site.**

Link means a hyperlink to the Company website that is copied and pasted from your individual password-protected affiliate administration area on our site. If the HTML code is altered in any way after copying from that web page, we take no responsibility for you receiving credit for any sale. Any change you make may cause the tracking to no longer function correctly.

- a. We will make available to you banners, button links to our web site and/or text links to our web site, containing our Company logo and words identifying Company. In using the links, you agree that you will take full responsibility in maintaining all such links. You shall not alter, modify, or expand the links in any way without our written consent. Each link connecting users of your web site to our web site will in no way alter the look, feel, or functionality of our web site.
- b. We have the right in our sole discretion to monitor your web site at any time and from time to time to determine if you are in compliance with the terms of this Agreement. Affiliate should place the appropriate copyright and trademark notices.
- c. You are allowed to use the prices of the Company products on your web site but you are responsible for keeping your information on pricing upto-date as Company from time to time will post specials, discounts or change product pricing in their sole discretion.
- d. You may not place links to the Company's website or website content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resources.

#### **7. Anti-Spam Policy**

The Company strictly forbids the use of unsolicited commercial email (UCE) or SPAM campaigns. The Company maintains a Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate or similar agent acting on the Affiliate's behalf. As such the Company

reserves the right to terminate any violating Affiliate's account or any party thereof, without notice or compensation.

Any Affiliate found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- a. The Affiliate's account will be closed immediately, without burden of notice of compensation.
- b. A US\$500.00 administration fee will be incurred against the offending Affiliate
- c. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-spam organizations.
- d. The Affiliate will be held accountable for any monetary damages suffered by the Company sustained through contravention of this Affiliate Program Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

## **8. Customer Service**

- a. The Company is responsible for handling all customer inquiries, product orders, customer billing and collections, product shipment relative to customers that enter the Company's site through the links from the Affiliate's site. Pricing of the Company products and services is totally within its discretion and the Company reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or service are offered at any time without advance notice to the Affiliate or user accessing the Company's site. The Company's only responsibility to the Affiliate in this regard is to track the customer orders that occur through links from Affiliate/ The Company will have no obligation to provide the Affiliate with any specific information relative to any customer regardless of whether they access the Company;s site through the link from the Affiliate site.
- b. The Company is not responsible for the failure to assign any sale or commissions to the Affiliate if the same results from the improper formatting of the link from the Affiliates website. The Affiliate should assure at all times that the link is appropriately formatted and report any problems the Affiliate may have with the same to the Company immediately.

## **9. Order Processing.**

We will be responsible for providing all information necessary to allow you to make appropriate links from your web site to our web site. However, all links must be approved by Company. We will process orders placed by customers who follow the links from your web site to the Company web site. We reserve the right to reject orders that do not comply with certain requirements, that we periodically may establish. We will be solely responsible for all aspects of order processing and fulfillment, including order entry, payment processing, shipping and handling, cancellations, returns and related customer service. We will track the volume and amount of sales generated by your web site and will make unaudited reports available for your review through your affiliate

account on our website. The form, content, and frequency of the reports may vary from time to time to our discretion. To permit accurate tracking, reporting, and fee accrual, you must ensure that the links between your web site and our web site are properly formatted. It is your sole responsibility to ensure that the links that you have placed on your web site are always working properly.

#### **10. Commissions/Compensation**

Commissions (Commission Rate) on trackable online sales are paid on net sales (i.e. The net is the remaining amount after any of these deductions: sales tax, duty, shipping, handling, credit card fees and similar charges, and not including any portion of payment made through the redemption of gift certificates, coupons, or credits. The Commission Rate is subject to change at any time or from time to time, in our sole and absolute discretion. You will be notified of any change in the Commission Rate. Commissions will also be reduced for amounts due to credit card fraud, bad debts, cancellations, chargebacks and credits for returned goods. A commission will be paid only if the visitor to our web site is tracked by the system from the time of the link to the time of the sale. No commission will be paid if the visitor to our web site cannot be tracked by our system.

#### **Affiliate and Net Sales Percentage**

For the *Power of You: A Virtual Experience* our commissions are 50% on the Digital Access Pass and 10-15% on subsequent sales. The exact percentage will vary by offering and will be posted on the Affiliate Page. Affiliate is responsible for checking the page periodically to see the exact percentage paid out per product.

For events following or any other offerings promoted, Affiliate is responsible for checking Affiliate Page for updates Commission Details.

The above is subject to change without notice. Our cookies are six month cookies, so repeat visitors that do not come directly from your web site will still count toward your commissions if the cookie is not otherwise removed by the user. For a sale to generate a commission, the customer must follow the link from your web site, post or email to our website, purchase the Product or Products in question using our online ordering system, accept delivery of the item at the shipping destination, and remit full payment to us.

#### **11. Commission Payment.**

Commissions on sales are paid on net sales actually collected from customers. Orders are not eligible for a commission due to credit card fraud, bad debts, cancellations, charge backs and credits for returned Products. If a commission has been paid, the commission will be deducted from future commissions. Commissions will be paid 30 days after the order is fulfilled. All commissions are paid at the end of any given month. The Commission base is subject to change at any time or from time to time, in our sole and absolute discretion. You will be notified of any change in the Commission base. All commissions payments are made through PayPal.com unless special arrangements are made for affiliates who do not have access to PayPal.com. You agree that you are solely responsible for all tax obligations due to all

taxing authorities arising from or in connection with your participation in our Affiliate Program. Company shall not withhold any taxes of any kind from your commission checks. Company is not responsible for resending lost or missing payments past 90 days from payment date.

## **12. Reports of Sales**

You will be given a password and have the ability to enter a password protected web site to receive your sales statistics on a daily basis. This is through the affiliate software.

## **13. Customers Provenance**

All parties who make purchases or sign up through the Company website regardless of whether or not they may have reached its website through the link from the Affiliate's website are deemed to be the Company's customers and not the Affiliates customers. The Company will have the right to contact these customers and send future marketing offers to them. The Affiliate will have the right to commissions on subsequent purchases within the six month cookie timeframe. After that time, the Affiliate will have no right to the customer's purchases. The Company however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Company's business and sale of products at any time in its sole discretion.

## **14. Trademarks and Copyrights**

- a. The Affiliate will have a non-exclusive limited term license to use the trademarks, logos, and copyrighted material that the Company provided to the Affiliate for use solely on the page or email that has been agreed on the Affiliate Program Application. The Affiliate may only use the images that the Company specifically makes available to the Company Affiliate Members. The Affiliate may not distribute, reproduce, modify, amend, these images in any way. The Affiliate may use these images only for the [purposes of promoting the Company's website, events, and products on the Affiliate's website, email lists, and social media in compliance with the Affiliate Program Policies and Procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all the terms and conditions of this Agreement and any policies the Company may create and amend from time to time regarding the Affiliate Program.
- b. The Affiliate agrees that the Company retains all right, title and interest in and to all such materials. The Affiliate will not gain any trademark, copyright or other proprietary rights to such materials. The Affiliate agrees not to take any action that is contrary to or inconsistent with the Company rights to these materials. The Affiliate will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Company or that paints the Company in a false or negative light. The Company may revoke the limited license granted hereunder at any time in writing to the Affiliate. Upon termination or revocation, the Affiliate will immediately cease from any use of this material.

## **15. Product Availability**

The Company cannot guarantee product availability or the term of any price or special promotion or offer.

## **16. Responsibilities**

The Affiliate is responsible for all matters pertaining to the Affiliates own website including its development, maintenance, operation and placing links on the Affiliate's site in compliance to the Inaura Affiliate Program. The Affiliate is completely responsible for all items that appear on its site and for assuring that such items do not infringe upon or violate rights of any other party. The Company is not responsible for any matter pertaining to the Affiliate's website, and business. Such indemnity includes Company costs and attorney fees in defending such matters. The Affiliate represents and warrants to the Company that its site does not contain any materials that are illegal and that the Affiliate's site is not operated for an illegal purpose or in an illegal manner.

## **17. Representations and Warranties**

The Affiliate hereby represents and warrants the Company to have the complete power and authority to enter into this agreements and that this agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Affiliate's entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulation and is not in violation of any court or administrative order.

## **18. Term**

The effectiveness of this Agreement shall not commence until the Affiliate Program Application is accepted by the Company. The effectiveness hereof and binding effect shall occur upon the Company acceptance of the Affiliate Program Application. This Agreement shall remain in full force and effect until terminated by the Company or Affiliate. Either party may terminate at any time without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent shall be via email to the Affiliate at the email address indicated in the Affiliate Program Application. Any and all notices to the Affiliate via Email at such address shall be deemed to be effective notice to the Affiliate for all purposes.

## **19. Termination**

The Affiliate will forfeit all right to receive past commissions that may have accrued to the Affiliate if this Agreement is terminated as a result of the Affiliate failure to comply with the terms of this Agreement or any policies and procedures of Affiliate Program that may be established and amended by Company in its discretion from time to time. If this Agreement is terminated for any other reason, the Affiliate will have the right to receive its accrued commissions through effective date of termination. The Company has the right to withhold final commission payments for sufficient time to assure that the amount paid to the Affiliate is accurate and not subject to later adjustment for returns or any other reason. If following final payment the Company determines that the amount of commissions the the Affiliate were paid was too high, as a result of subsequent returns or any other adjustment reason, the differential shall be a debt paid from

the Affiliate to the Company and the Company shall have all legal right to receive a refund of such overpaid commission from Affiliate.

## **20. Modifications**

The Company reserves the right to modify any terms and conditions of the Affiliate Program and the terms of this agreement. Notice of any changes will be to the Affiliate's email or by posting it on the Company's website. Affiliates may terminate participation if such changes are unacceptable to Affiliate. In the event that Affiliate continues to participate in the Affiliate Program following such modifications, the Affiliate will be deemed by the Affiliate continued participation to accept any and all such changes.

## **21. Liabilities**

- a. THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS WEBSITE OR TO ACCESS USING THE LINK FROM THE AFFILIATE'S WEBSITE, EMAIL, POST, ETC. FURTHERMORE, THE OWNER SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEBSITE. THE AFFILIATE PROGRAM, THE AFFILIATE PARTICIPATION IN THE AFFILIATE PROGRAM, THE AFFILIATE ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM BASED UPON THE OWNER'S COURSE OF DEALING OR USAGE OR TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT ITS WEBSITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.
- b. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE COMPANY WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT IT THE SAME.
- c. Without limiting the foregoing the Company total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by the Company pursuant to the terms hereof.

## **22. Confidentiality**

In the event that any information is disclosed to the Affiliate through the Affiliate's participation in this Affiliate Program related in any way to the Company and business which the Company deems to be confidential and proprietary, the Affiliate agrees to hold such information in the strictest of confidence and not disclose such information to any other party or to use any such information for the Affiliate's own purposes. Confidential information will include any information regarding the Company changes or modifications to this Agreement or its Affiliate Program (which the Company has no obligation to make) or any different treatment that the Affiliate may receive (which the Company reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to the Company's business, business plans, marketing plans, user statistics, financial information, pricing profits, membership information, affiliations, sales information, and all other information which the Company considers to be confidential and proprietary.

### **23. Indemnification**

The Affiliate hereby indemnifies and holds the Company and all Company shareholders, officers, board members, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related hereto, that the Company may incur and which are based in the whole or in part upon Affiliate participation in Affiliate Program, any claims that any of the Affiliate trademarks and other proprietary material infringe upon rights of any other party, the Affiliate breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program or any claim related directly or indirectly to the Affiliate use, operation or the content of the Affiliate's website, email, post, etc.

### **24. Governing Law**

This Agreement shall be interpreted under the laws of the State of Texas. Any and all legal actions relative hereto shall be in the courts of Texas.

### **25. Relationship of the Parties**

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating a relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agents/servant. The Affiliate has no power or authority to bind the Company to any obligation, agreement, debt or liability. The Affiliate shall not hold itself out as an agent or representative of the Company.

### **26. Notices**

Notices to the Company shall be by certified mail, return receipt requested addressed to the address contained in this agreement, or such other address that the Company provides notice of the Affiliate via Email or by posting the same in the Affiliate Page. Notices to the Affiliate shall be by Email to the email provided in the Affiliate Program Application. It is the Affiliates responsibility to check the Affiliate page periodically to monitor all notices set forth thereon.



**27. Assignment**

This Agreement is only for the benefit of the party that Affiliate lists in the Affiliate Program Application. The Affiliate shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

**28. Entire Agreements**

This Agreement sets forth the entire agreements and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other terms or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as the date first above written.

Affiliate Signature \_\_\_\_\_

Affiliate Name \_\_\_\_\_

Company Authorized Signature

Name and Title